

ISG Deutschland GmbH

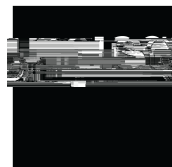
General Terms and Conditions and Construction Site Regulations for Contractors (Contractor)

Rev.: 24/2021

1. Contractual basis

1.1 The contractual basis described in clause 1 of the MINUTES OF NEGOTIATIONS form integral parts of the contract. Insofar as not otherwise stipulated there, the contractual components apply in the following order:

- a) The purchase order together with the individual agreements according to the contract award protocol.



- 3.3 Before commencing work, the Contractor is to appoint a competent and experienced site manager, who is authorised to submit and accept declarations pursuant to the contract. This person must be constantly present on the construction site during the works. The Client shall provide a telephone number for emergencies, via which the site manager shall be permanently available. The responsible site management appointed by the Contractor in accordance with the relevant building regulations of the respective federal state, is also compensated by the contractually agreed compensation.
- 3.4 The Contractor and all of its employees are obliged to maintain secrecy regarding all information related to the construction work.
- 3.5 The Contractor is to attend the weekly project meetings, report on work progress, plan its work in advance and coordinate with all those involved in the construction project. It must submit a written progress report at the weekly construction meetings.
- 3.6 The Contractor's performance will be verified weekly for compliance with the contract schedule.
- 3.7 The Contractor indemnifies the Client against all damages, losses, detriments and claims from third parties, which result from the unavailability of the Contractor's site manager. This also applies if the Contractor's employees should seek advice from the Client on the construction site and then an unavoidable reaction of the Client is construed as an instruction to the employees not foreseen in a contract for work & services.

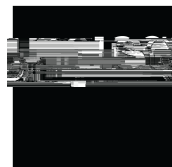
4. The Contractor's obligations

4.1 General obligations

- (1) The complete obligation for delivery and/or performance for the object/trade stated on p. 1 of the MINUTES OF NEGOTIATIONS reside with the Contractor. This includes everything that is required for a complete and professional execution of the performance and its intended use, even if individual deliveries/performances in the performance specification are not listed or not listed in full, but are technically necessary.
- (2) The Contractor is to provide the deliveries and performances described by the contractual bases and the description of deliveries and performances in clause 1 of the MINUTES OF NEGOTIATIONS according to the contract circumstances, in a usable and functional form, free of legal or actual obstacles of usability by the Client, at the agreed time of performance in the agreed manner (scope of performance of the Contractor).
- (3) The Contractor's scope of performance shall comply in particular with the recognised technical rules, the relevant environmental protection, accident prevention and other health and safety regulations as well as the generally recognised safety and occupational health regulations that apply at the place of performance.
- (4) The Contractor is to carry out the work assigned to it independently, under its own responsibility, professionally and carefully. At the same time, it is to give due consideration to the interests of the Client. The Client is not entitled to issue instructions and directives to the Contractor; however, the latter has to observe the Client's technical specifications to the extent that this is required for the proper execution of the contract
- (5) Within 14 days of placing the order as well as after any future requests by the Client, whereby the latter not entitled to issue such requests without justifiable cause until 11.5 months at the earliest after the last request, the Contractor must present clearance certificates from the competent tax office, professional association and the local health insurance fund and provide proof of registration in the register of craftsmen. The submission of these clearance certificates after placing the order and justified requests of the Client are a prerequisite for interim payments becoming due.

4.2 Execution

- (1) The Contractor warrants that it and any subcontractors engaged by it, exclusively employ persons who are duly registered and insured and it therefore provides a declaration of compliance collective bargaining agreements for itself and, if applicable, for its subcontractors. Employees from EU countries must be in possession of a valid residence permit, and employees from third countries must have a valid work permit. For each case of the

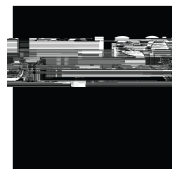


which performances are to be tested and which products or materials the Contractor intends to present to the Client. The Contractor may only present contractually compliant products and materials for sample testing. Supplementary claims of the Contractor are excluded if the Client has decided on additional costs in the course of the sampling for a particular product or materials in the absence of previous notification from the Contractor.

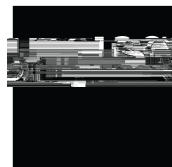
- (6) Each sample is to be documented by the Contractor. A copy of the sampling report is to be sent to the Client within one week of the date of the sampling. The costs of the sampling and any documentation requested by the Client are to be borne by the Contractor. The approval of sampled materials does not discharge the Contractor from its liability for the quality of such materials.
- (7) The respective place of fulfilment is indicated in the respective order. The Contractor shall not use, remove or modify operating equipment at the place of performance without the corresponding authorisation.

4.6 Construction waste and environmental protection (hazardous substances, waste)

- (1) Normal construction waste and non-recyclable waste must be disposed of by the Contractor daily in a professional and environment-friendly manner in accordance with the statutory regulations. Problematic waste (paints, varnishes, oils, hazardous/polluting waste, etc.) must be disposed of by the Contractor daily in a professional and environment-friendly manner in accordance with the statutory regulations and, if necessary, with documentation. These activities are paid for by the contractual compensation.
- (2) Hazardous substances are those which, by virtue of their nature, their properties or their state, may pose a threat to the life and health of humans, to the environment or to property.
- (3) When using these substances, the Contractor is obliged to strictly observe all relevant regulations (e.g. hazardous substances regulations, dangerous goods and transport regulations, ordinance on flammable liquids, water and waste regulations) in their currently valid version.
- (4) If the Client specifies certain substances, only these may be used.
- (5) If these substances are provided by the Contractor within the scope of the order, the following environmental protection requirements apply:
 - a) They must not contain halogenated hydrocarbons.
 - b) Other solvents (e.g. hydrocarbons, alcohols, esters) may only be used if it is ensured that even in the case of unforeseen incidents, there is no risk of them reaching bodies of water, sewage systems or the soil.
 - c) Acid or alkaline preparations may only be used if it is ensured that they cannot reach bodies of water, sewage systems or to the soil during handling.
 - d) Preparations with heavy metals subject to classification according to the GefStoffV (German ordinance on hazardous substances) must not be used.
 - e) If there is a risk that, contrary to the provisions of clause 4.6 para. 4 b or 4 c, substances being transported may enter into bodies of water, sewers or soil, or substances must be used which, in accordance with the preceding provisions of this clause 4.6 are subject to a prohibition of use, then approval by the Client is required prior to entry into the factory / construction site at the place of performance.



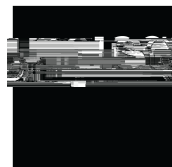
4.8 Safety and protection measures



- 6.4 Any claims due to frustration of contract are reserved.
- 6.5 The basic rates and cost rates are always based on the hours specified in the contract being worked by the Contractor and its agents. Unless otherwise expressly agreed, these rates cover all costs. The reimbursement of surcharges requires express agreement in the contract.
- 6.6 The Client is to be notified of general increases or reductions by the Contractor in writing in good time. Possibly required items must be approved by the Client before performance.
- 6.7 Wage and material price increases that arise after signing of the contract for work & services will not be remunerated.
- 6.8 All documentation costs, including costs for authority approvals, certificates, attestations, etc., are covered by the contract prices.

7. Changes in compensation and disclosure of costings underlying prices

- 7.1 The Contractor is obliged to disclose its costings, upon request of the Client, if it demands compensation for performances as a result of a change to the agreed objective of the work or in order to achieve the agreed objective.
- 7.2 The calculation of the additional or reduced compensation as a result of changes is always based on the Contractor's costings (in the meaning of clause 2.1). Any additional costs due to a resulting prolongation of the construction period must also be included. Furthermore, any discounts and payment terms granted must be taken into account. It is assumed that the compensation updated on the basis of the costings takes due account of the increased or reduced expenses associated with the change in an appropriate manner.
- 7.3 If, in individual cases, adjustment of the cost estimates results in inappropriate additional or reduced compensation, any compensation adjustment must be determined on the basis of the actual costs entailed, with appropriate surcharges for



NEGOTIATIONS designated as the 'interim payment security'. The submission of the above to the Client is a prerequisite for the falling due of the interim payment.

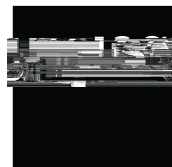
- (2) The security must be returned if the conditions under the security agreement are fulfilled.
- (3) For the rest, § 17 VOB/B and clause 14.1 para. 6. apply.

14.5 Securities to the benefit of the Contractor

- (1) Insofar as the Contractor is entitled to demand securities pursuant to § 650f BGB, the parties agree on a minimum period of 10 working days as a 'reasonable deadline'. § 650e BGB is excluded.
- (2) In cases where the Contractor is entitled to refuse performance according to the contractual and statutory provisions, the Client is entitled to avert the termination of the Contractor's performance by posting an aversion of termination security amounting to a disputed, not yet secured payment claim. § 650f BGB in conjunction with § 232 BGB finds corresponding application for the form of the security and the allocation of costs. The Contractor is only entitled to exercise a right to refuse performance if it has announced the cessation of a performance at least 12 working days before the complete or partial cessation of its work.

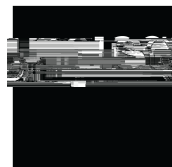
15. Termination of the contract

- 15.1 The Client is entitled to termination in accordance with § 648 and 648 a BGB.
- 15.2 If termination or rescission of the contract by the Client is announced due to a breach of contract by the Contractor, the performances provided so far shall only be invoiced at contract prices to the extent that they can be used by the Client as intended.
- 15.3 In addition, the Client may demand damages for the remaining construction work not performed in accordance with the contract, in particular compensation for the additional costs and consequential damages resulting from the necessity for the Client itself and/or a third party to complete the work, and offset these counterclaims against the compensation claims of the Contractor.
- 15.4 The damages incurred by the Client will be taken into account in invoicing.
- 15.5 If the contract between the Client and Contractor is terminated by unilateral declaration of intent or agreement or otherwise (but not in fulfilment of § 362, 364 BGB) (hereinafter: 'Contract Termination'), the Contractor must provide all the resources that the Client needs to continue the performances. These include in particular: the use of equipment, materials, plant components, drawings, know-how and property righg.eHr



17. Rights in case of defects

- 17.1 Before acceptance, the Contractor is also obliged to rectify identified defects without delay, at the latest within a reasonable period set by the Client. If the Contractor does not comply with this obligation within the deadline set for it, then the Client shall also be entitled to have the necessary measures performed at the Contractor's expense before acceptance, without a corresponding termination or partial termination of the affected part of the performance or of the



19.6 The Client is entitled to claim compensation from the Contractor for the damage that it in turn incurs, due to claims that have been asserted against it by its own client for culpable violations of the Contractor against statutory or official regulations or if it is therefore prevented from further execution of the project for this reason or a delay in the construction process arises.



Sub-Contractor Health and Safety Performance Standards CEE

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Subcontractor H&S Performance



ISG Health and Safety Performance Standards

ISG is committed to achieving the highest possible standards of Health and Safety performance on all sites.

ISG recognises that, in order to do this effectively, it is of paramount importance that our Sub-Contractor's fully supports and commits to the same aims and objectives.

ISG believes that by working closely with the Sub-

Contractor's, jointly

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Subcontractor H&S Performance



Supervisors have a primary responsibility for the effective Management and control of Health and Safety on our sites.

Monitoring System

Projects will hold a central record of all warnings issued on that project such that ISG Managers can refer to any previous history of safety breaches.

Performance levels will be recorded in the minutes of Sub-Contractors' progress / Safety meetings.

3. Safety Inductions

The scheduled days and times of inductions will be set by ISG Management.

Inductions required by Sub-Contractors outside the specified schedule will require prior arrangement with ISG.

4. Communications of Information on Working Methods.

Agreed Risk Assessments and Safe Work Method Statements are required to cover all work activities and must be signed by operatives undertaking works, PRIOR to that work commencing. Must be communicated to the right people, at the right time.

These records of communications must be retained for review.

5. Information and Consultation

The following meetings are to be attended by Sub-Contractors' representatives:

- Pre-start meetings

- Sub-Contractor's progress / Safety meetings

6. Health and Safety File

Sub-Contractors must provide information to ISG for inclusion in the Health and Safety File, as required by ISG.

Planning

7. Site Safety Rules

The Site Rules apply to everyone working on the project. Any persons found contravening the Site

Rules may be subject to disciplinary action, which could include exclusion from site.

All drivers on site are required to comply with the Site Rules.

All Visitors will be required to comply with the Site Rules and the conditions set out in the project Induction training.

8. Risk Assessments / Safe Work Method Statements

ISG requires Sub-Contractor's and self-employed persons to make a suitable and sufficient assessment of the risks to workers and any others that may be affected by their undertaking and to record the significant findings.

Risk Assessments are not sufficient to explain how the work is to be done, so a Safe Work Method Statement that is job and project specific MUST support them PRIOR to starting work.

Sub-Contractors may use the ISG Risk Assessment and Safe Work Method Statement Template.

9. Approval of Risk Assessments / Safe Work Method Statements

All Risk Assessments and Safe Work Method Statements will be reviewed by ISG Management to check that they conform with the requirements set out by ISG Safety Management System and local legal requirements.. A period must be allowed for this process and therefore Risk Assessment and Safe Work Method Statement must be submitted a minimum of **5 days PRIOR** to any proposed start times. .

ISG approval **MUST** be obtained **PRIOR** to the relevant activity being allowed to **COMMENCE** on site. Failure to comply may result in a delayed start to the operation.

10. Protection of the Public

Protection of the public is of paramount concern, and any arrangements/ work methodologies must allow for

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consuming drugs or alcohol at work or during the working day.

Any worker found to be under the influence of drugs or alcohol will be immediately suspended from the project pending a full investigation.

17. Audit, review and competence Standards

ISG seeks to ensure that all people working on site are competent to carry out their particular duties and tasks in accordance with ISG requirements and local legal requirements.

ISG currently expects everyone working on an ISG project to possess the appropriate qualifications for the role they undertake, and the equipment they use/operate.

18. Supervision Standards

Sub-Contractors are required to declare, and be able to demonstrate, the level of Health and Safety training that has been completed by their Managers and Supervisors, (relevant to their responsibilities) in accordance with ISG requirements and local legal requirements.

19. Other Standards

Where ISG does not have an overriding standard, those represented by the requirements of the following should be implemented:

- EU Directive 92/57/ECC
- Local legal requirements
- Relevant EU Standards
- Guidance from the Enforcing Authorities

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20. ISG 10 Steps to Health and Safety Management

ISG Performance Standard

POLICY

- 1 ISG will ensure that Safety on their sites is managed with the Highest Priority.
- 2 ISG will ensure that their sites are managed with a robust approach to any shortfall in compliance with agreed Health and Safety requirements. Where required, disciplinary action will be used to enforce this approach.
- 3 ISG will ensure that the competency and resources to be applied to Health and Safety by any organisation appointed to do work on their behalf is assessed prior to their appointment.
- 4 ISG will ensure that all our personnel are appropriately trained; experienced and competent to perform their role and that every person is given a project specific induction before being allowed to start work on each site.
- 5 ISG will ensure that arrangements are in place for the communication of information on the risks and approved Safe Work Method Statement, prior to the relevant package of work being allowed to start. ISG will encourage feedback

PRIORITY

DISCIPLINE

**PRE-APPOINTMENT
ASSESSMENT OF
COMPETENCE**

**TRAINING
INDUCTION**

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21. Sub-Contractor 10 Steps to Health and Safety Management

Sub-Contractor's Performance Standards

POLICY

- 1 We will ensure that Safety of our works on site is managed with the highest Priority.
- 2 We will ensure that our works on site are managed with a robust approach to any shortfall in compliance with agreed Health and Safety requirements. Where required, disciplinary action will be used to enforce this approach.
- 3 We will ensure that the competency and resources to be applied to Health and Safety by any organisation appointed to do work on our behalf is assessed prior to their appointment.
- 4 We will ensure that all our personnel are appropriately trained, experienced and competent to perform their role and that every person is .cs(32 540.30.r5Wj0 Tc ahAovi-16()-6(sse)17(tcnoB.52 4

PRIORITY

DISCIPLINE

PRE-APPOINTMENT ASSESSMENT OF COMPETENCE

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